UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA

INTERNATIONAL UNION OF OPERATING ENGINEERS OF EASTERN PENNSYLVANIA AND DELAWARE BENEFIT PENSION FUND, et. al. CIVIL ACTION No. 18-cv-1474

v.

W.E. YODER, INC.

ORDER

AND NOW, this 15th day of Tv-

, 2018, upon consideration of

Plaintiffs' Motion for Default Judgment, it is hereby ORDERED that Plaintiffs' Motion is GRANTED, as follows and Judgment is entered in favor of the Plaintiffs and against the Defendant Alarcon & Marrone, Inc. as follows:

- (a) In favor of the Plaintiffs International Union of Operating Engineers of Eastern Pennsylvania and Delaware Benefit Pension Fund, International Union of Operating Engineers of Eastern Pennsylvania and Delaware Health and Welfare Fund, International Union of Operating Engineers of Eastern Pennsylvania and Delaware Apprenticeship and Training Fund, International Union of Operating Engineers of Eastern Pennsylvania and Delaware Supplemental Unemployment Benefit Fund, International Union of Operating Engineers of Eastern Pennsylvania and Delaware Benefit Annuity Fund (collectively, the "Funds"), and against the Defendant W.E. Yoder, Inc. for:
 - (i) \$12,453.03 in principal contributions, pursuant to the collective bargaining agreement, 29 U.S.C. §185, and 29 U.S.C.

 $\S1132(g)(2)(A);$

- (ii) \$683.52 in interest on delinquent contributions on the principal amounts in (a)(i) as of June 1, 2018, pursuant to the collective bargaining agreement, 29 U.S.C. §185, and 29 U.S.C. §1132(g)(2)(B);
- (iii) Additional interest that accrue on the principal amounts in (a)(i) after June 1, 2018, calculated at a rate of ten percent per annum, pursuant to the collective bargaining agreement, 29 U.S.C. §185, and 29 U.S.C. §1132(g)(2)(B);
- (iv) \$1,245.30 in liquidated damages, pursuant to the collective bargaining agreement, 29 U.S.C. §185, and 29 U.S.C. §1132(g)(2)(C), and
- (v) 2,397.50 in attorneys' fees and costs pursuant to 29 U.S.C. §1132(g)(2)(D); and
- (b) In favor of the Plaintiff International Union of Operating Engineers, Local 542 and against Defendant W.E. Yoder, Inc. for \$417.63 in unremitted dues pursuant to the collective bargaining agreement and 29 U.S.C. §185.

BY THE COURT:

U.S.D.J.

The clerk of court shall mark this case closed.